

CITY OF FAIRFIELD

RESOLUTION NO. 2016 - 204

**RESOLUTION OF THE CITY COUNCIL APPROVING AN AGREEMENT BETWEEN
THE CITY OF FAIRFIELD AND KENNEDY/JENKS FOR ENGINEERING SERVICES
DURING CONSTRUCTION FOR THE SCADA SYSTEM IMPROVEMENTS PROJECT
AT THE NORTH BAY REGIONAL WATER TREATMENT PLANT**

WHEREAS, the North Bay Regional Water Treatment Plant is a water treatment facility jointly owned by the cities of Fairfield and Vacaville; and

WHEREAS, staff requires the services of a specialized design engineering firm to perform engineering support services during construction of the Supervisory Control and Data Acquisition (SCADA) system improvements project at the City's North Bay Regional Water Treatment Plant; and

WHEREAS, Kennedy/Jenks is qualified to perform the required professional engineering technical services and is the most knowledgeable design firm for the SCADA system improvements project.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Fairfield an Agreement between the City of Fairfield and Kennedy/Jenks for engineering services during construction for the SCADA System Improvements Project at the North Bay Regional Water Treatment Plant in an amount not to exceed \$245,400.

PASSED AND ADOPTED this 16th day of August 2016, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO


NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE


MAYOR

ATTEST:


CITY CLERK

pw

CONSULTANT SERVICES AGREEMENT

North Bay Regional Water Treatment Plant SCADA Improvements Project – Engineering Services During Construction

THIS AGREEMENT is made at Fairfield, California, as of Aug. 23, 2016, by and between the City of Fairfield, a municipal corporation (the "CITY") and Kennedy/Jenks Consultants ("CONSULTANT"), who agree as follows:

1) **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in the Scope of Services attached hereto as Exhibit A. CONSULTANT shall provide the services at the time, place, and in the manner specified in Exhibit A.

2) **PAYMENT.** CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for the services to the CITY in the manner specified in Exhibit B.

3) **FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) **GENERAL PROVISIONS.** The general provisions set forth in Exhibit C are part of this Agreement. In the event of any inconsistency between the general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit C shall control.

5) **INSURANCE REQUIREMENTS.** CONSULTANT shall comply with the insurance requirements set forth in Exhibit D.

6) **EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

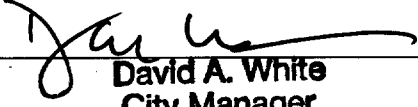
7) **TERM.** This Agreement shall be in effect until the scope of work is completed.


[SIGNATURES BEGIN ON NEXT PAGE]

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

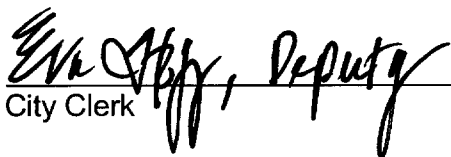
Kennedy/Jenks Consultants

By: 
David A. White
City Manager

By: 
Douglas B. Henderson

Its: Vice President

ATTEST:

By: 
City Clerk

APPROVED AS TO FORM:


By: 
City Attorney

EXHIBIT A

SCOPE OF SERVICES (with Schedule of Performance)

Task 1 – Construction Management Assistance

1.1 – Communications and Information Management: To support the City's Construction Manager we will maintain a Contractor Submittals log and a Request for Information (RFI) log.

1.2 - Attend and Document Final Inspection.

Assistance from the City

- Provide Construction Manager and construction management services for the project

Deliverables:

- Submittal and RFI logs
- Final Inspection report – one electronic set

Task 2 – Construction Observation

The construction observation (inspection) services proposed include:

2.1 – Servers and HMI Installations and Testing

- a) Inspect the installed servers and the HMI displays at each of the 14 PLC replacements for compliance with the contract documents.
- b) Witness the testing of the installed servers and HMI displays for compliance with the contract documents.

Assistance from the City

- Provide City-required NBRWTP safety training for inspectors.
- Provide fiber-optic cable installation and testing inspections
- Provide PLC panel installation and testing inspections

Deliverables

- Inspection and testing reports – one electronic set

Task 3 –Engineering Services During Construction

Our Design Team will provide the following engineering services during construction (ESDC):

3.1 – Meetings Participation

- a) Attend and support the City and Construction Manager in conducting the preconstruction conference, including reviewing the agenda and meeting notes.
- b) Attend construction meetings as-requested (assume attending 4 on-site and 16 via conference call) and review meeting notes.
- c) Attend up to five (5) special meetings to support the Construction Manager with addressing issues that need Design Team attendance on site or to discuss resolution to issues related to Contractor activities.

3.2 – Submittals Review

- a) Review Contractor submittals on fiber optic cable, hardware for 14 PLCs and associated test plans and O&M manuals, and review Telstar submittals on PLC programming, HMI screens development and associated test plans and O&M manuals, which includes up to 24 initial submittals and 12 resubmittals (36 total).

3.3 – Request for Information (RFI) Responses

- a) Respond to Contractor's (including Telstar's) RFIs, which includes up to 36 RFIs, within 14 days of receipt.

3.4 – Request for Quotation (RFQ) Preparation

- a) Support the Construction Manager with the preparation of RFQs as needed and the review of the Contractor's quotes for up to four (4) potential and final change orders.

3.5 – Site Visits/Factory Tests

- a) Attend factory testing of the five (5) new PLCs by Contractor and the PLC programming and HMI development being performed by Telstar at facilities located within 125 miles of Fairfield, CA. Assume attendance at up to four (4) tests.
- b) Attend the startup of the first PLC installation under each of the five phases and the new servers, including a dry run and actual first day of startup, which equates to six (6) site visits. Review startup meeting notes prepared by the Construction Manager.

3.6 – Record Drawings Preparation

- a) Prepare the project record drawings (approximately 105 sheets) based on the Construction Manager and Contractor consolidated as-built drawing information.

Assistance from the City

- Attend construction and special meetings described above.
- Review submittals in a timely fashion to meet the 20-working day submittal turnaround time.
- Review RFIs and RFQs.
- Attend pre-final inspections and startup of the PLCs, servers and HMI.
- Implement City safety protocols for City staff during the construction period.

Deliverables:

- Comments on meeting agendas and summary notes - one electronic copy
- Submittals – one electronic copy
- RFIs, and RFQs – one electronic copy
- Project Record Drawings – one full-size and one half-size set of drawings in hard copy and one electronic copy in CAD and pdf formats.

Task 4 - Project Management

Project management will be an ongoing process throughout the duration of the project, anticipated to cover 14 consecutive months for construction. It includes:

4.1 – Project Setup and Management

- a) Provide project management of the team including project set-up and monitoring project performance of our project team.
- b) Prepare monthly invoicing (assume a 14-month bidding and construction duration).
- c) Prepare an internal health and safety plan related to construction activities that we will be participating in will.

4.2 – Project Status Reporting

- a) Prepare monthly project status reports to be issued together with the monthly invoicing (assume a 14-month bidding and construction support duration)

- b) Coordinate with the City's Project Manager via email or phone conference calls once per month on the project tasks and schedule status, budget status, and discussion of any outstanding issues.
- c) Participate in project status face to face meetings between the City Project Manager and Kennedy/Jenks Project Manager. Includes up to six (6) (quarterly) project meetings.

4.3 – Quality Assurance/Quality Control (QA/QC) Reviews

- a) Conduct internal quality assurance/quality control (QA/QC) reviews of deliverables prior to submitting them to the City.

Assistance from the City

- Participate in monthly project status conference calls and six (6) face-to-face project status meetings.

Deliverables

- Monthly invoicing and project status reports – one electronic copy
- Monthly emails or conference call documentation on project status – one electronic copy
- Project status meeting agendas and notes – one electronic copy

Schedule

The proposed schedule of performance of these services is attached.

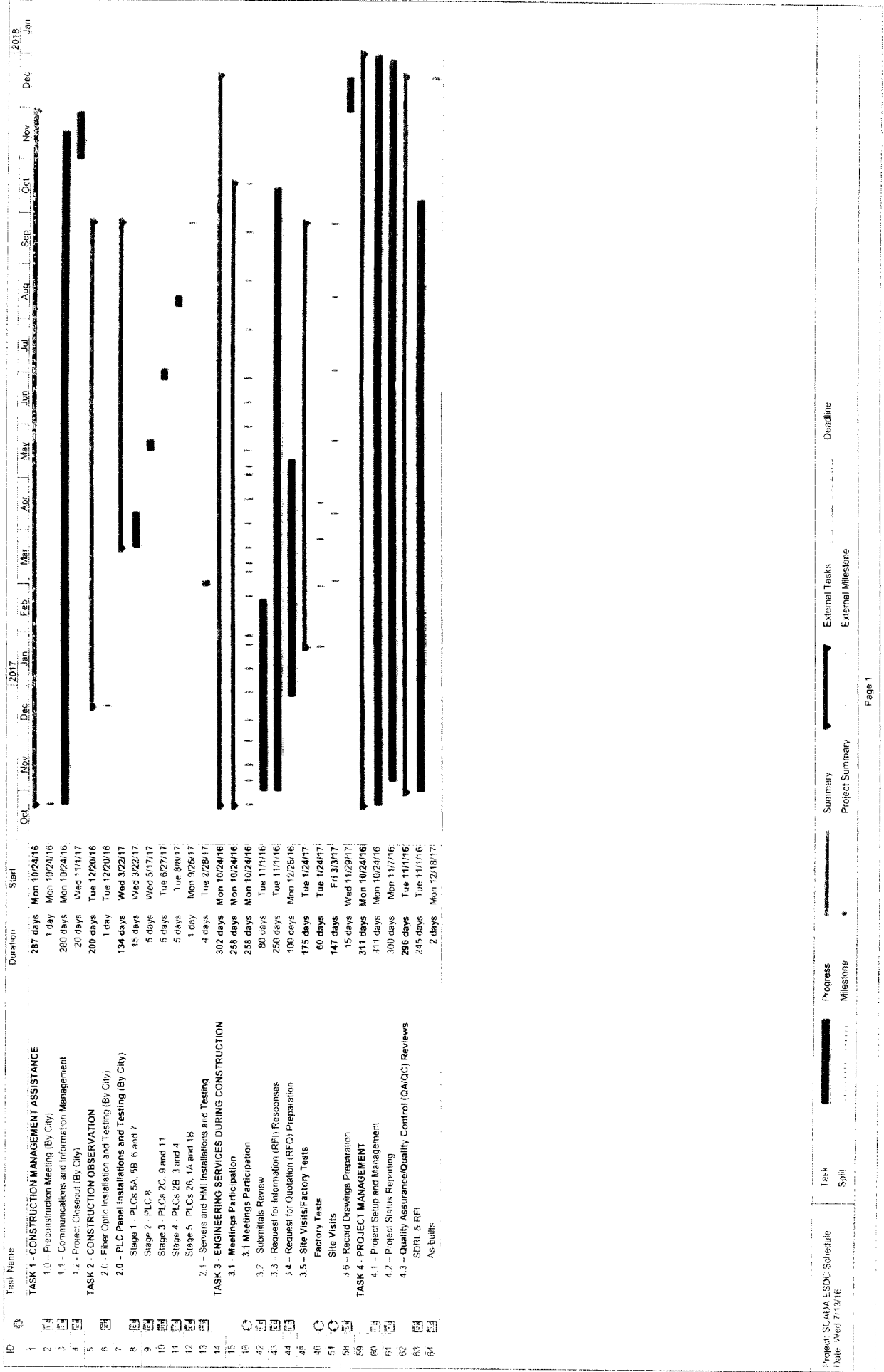


EXHIBIT B

PAYMENT

1) The total contract price for services rendered by CONSULTANT under this Agreement shall be for a total not-to-exceed amount of \$245,400, at the hourly rates included in the Schedule of Charges dated 7/13/16, attached hereto as Attachment No. 1.

2) Payment shall be made to CONSULTANT on a time and materials basis, and CONSULTANT shall submit monthly invoices to the Assistant Public Works Director/Utilities for the same.

3) Any additional meetings or work required beyond that set forth in Exhibit "A" must first be mutually agreed to in writing by the CITY and CONSULTANT, and shall be billed on a time and materials basis.

ATTACHMENT NO. 1
SCHEDULE OF CHARGES

Kennedy/Jenks Consultants

Client/Address: City of Fairfield
1000 Webster Street
Fairfield, CA 94533

Contract/Proposal Date: July 13, 2016

Custom Schedule of Charges

Date: July 13, 2016

PERSONNEL COMPENSATION

Classification	Hourly Rate
CAD-Technician	\$120
Designer-Senior Technician	\$155
Engineer-Scientist-Specialist 1	\$130
Engineer-Scientist-Specialist 2	\$150
Engineer-Scientist-Specialist 3	\$165
Engineer-Scientist-Specialist 4	\$180
Engineer-Scientist-Specialist 5	\$195
Engineer-Scientist-Specialist 6	\$220
Engineer-Scientist-Specialist 7	\$245
Engineer-Scientist-Specialist 8	\$260
Engineer-Scientist-Specialist 9	\$280
Project Administrator	\$115
Administrative Assistant	\$95
Aide	\$75

In addition to the above Hourly Rates, a four percent Communications Surcharge will be added to Personnel Compensation for normal and incidental copies, communications and postage.

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- Consultants, soils engineers, surveyors, contractors, and other outside services.
- Rented vehicles, local public transportation and taxis, travel and subsistence.
- Project specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

Reimbursement for use of computerized drafting systems (CAD), geographical information systems (GIS), and other specialized software and hardware will be at the rate of \$12 per hour.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

EXHIBIT C

GENERAL PROVISIONS

1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Project Schedule included in Exhibit A.

4) CONSULTANT NOT AN AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All work products that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to

the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall hold harmless, defend and indemnify the CITY, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees to the extent arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in subsection (a) above, to the fullest extent allowed by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and

hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

CONSULTANT'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

11)PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12)LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

13)CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14)EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT'S federal tax identification number.

EXHIBIT "D"

INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- ☒ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per claim.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Fidelity / Crime / Dishonesty Bond in the minimum amount of \$_____
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is

greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.